

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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INNOVATUS CAPITAL PARTNERS, LLC,

Plaintiff,

18 Civ. 4252 (LLS)

- against -

JONATHAN NEUMAN, ANTONY MITCHELL,
RITZ ADVISORS, LLC, GREG WILLIAMS,
DARYL CLARK and AMANDA ZACHMAN,

Defendants.

- - - - - X
MV REALTY, PBC, LLC,

Plaintiff,

18 Civ. 7142 (LLS)

- against -

INNOVATUS CAPITAL PARTNERS, LLC,

ORDER

Defendant.

- - - - - X

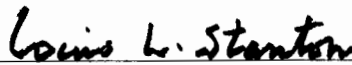
The issue raised by MV Realty's counsel's letter to the Court dated April 27, 2020, which has been the subject of various applications, inquiries, and discovery processes by MV Realty and evasions by Innovatus for years, is overdue for resolution. It is time for Innovatus to furnish the defendants in the case it brought with a clear, meaningful and reliable statement defining the confidential information it claims to have provided to those defendants. That requires separating what is confidential from what is not.

For example, it would be hard to maintain that the language used in the RTL agreement is confidential since it is disclosed to every buyer who signs the agreement and is free to discuss it with others. But there may be confidential reasons why those particular words were used: those reasons must be specified (which may be done privately under the litigation's confidentiality agreement) if they are to be part of the claimed Confidentiality Information.

The statement must be comprehensive. It must disclose each item and element of the Business Opportunity and, with specificity, every other item of information claimed to be confidential. Whatever is not set forth cannot later be claimed to have been confidential. Terms of reservation such as "among others" or of a right to supplement are unacceptable: they destroy the purpose of having a complete list, render the statement ineffective, and subject any claim based on Confidential Information to dismissal.

So ordered.

Dated: New York, New York
May 28, 2020



LOUIS L. STANTON
U.S.D.J.